

MA 18P 11090700000000000058
MODIFICATION

State of Maine



Master Agreement

Effective Date: 10/01/11

Expiration Date: 09/30/24

Master Agreement Description: Water Test Kits and Supplies

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

Christine Violette 207-441-7282 ext. christine.violette@maine.gov

Requestor Information

Christine Violette 207-441-7282 ext. christine.violette@maine.gov

Agreement Reporting Categories

Reason For Modification: Extension until 9/30/2024 with the same prices, terms and conditions.

Authorized Departments

06A ENVIRONMENTAL PROTECTION
10A DEPT OF HUMAN SERVICES

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000037190

Vendor Name

IDEXX LABORATORIES INC

Alias/DBA

DBA IDEXX DISTRIBUTION CORP

Vendor Address Information

ONE IDEXX DRIVE

WESTBROOK, ME 04092
US

Vendor Contact Information

Jennifer Novicki
800-321-0207 ext.
water@idexx.com

Commodity Information

Vendor Line #: 1

Vendor Name: IDEXX LABORATORIES INC

Commodity Line #: 1

Commodity Code: 88595

Commodity Description: Annual Contract for Water Test Kits

Commodity Specifications: Idexx brand

Commodity Extended Description: As per attached contract terms and conditions.

Quantity 0.00000	UOM	Unit Price 0.000000
Delivery Days	Free On Board FOB Dest, Freight Prepaid	
Contract Amount 0.00	Service Start Date	Service End Date
Catalog Name water test kits	Discount 0.0000 %	
	Discount Start Date 10/01/11	Discount End Date 09/30/24

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 8/7/2023
2A644AE5681E482

Signature Date

David Morris, Acting Chief Procurement

Officer

DocuSigned by:
Vendor *Chun-Ming Chen* 8/7/2023
A51E4A524APB4A4

Signature Date

Chun-Ming Chen Vice President and General Manager, Water Business

Print Representative Name and Title

Contract Terms and Conditions “Water Test Kits and Supplies”

COMMODITY: Water Test Kit Supplies

SCOPE: To furnish the normal requirements to cover the quantities ordered by the State of Maine, Department of Health and Human Services, Health and Environmental Testing Laboratory.

CONTRACT PERIOD: This contract is to be for a period of one year beginning at the time of award.

ESTIMATED VALUE: The estimated annual dollar value of this contract is approximately \$55,000. Contract items will be ordered on an “as needed” basis. It is understood and agreed, however, that the contract shall cover all the quantities ordered under this contract, by the Health and Environmental Testing Laboratory, whether more or less than the estimated amounts indicated.

CONTRACT PRICES: Prices shall remain firm for the duration of the contract. Prices must include all transaction charges F.O.B. destination.

PRICING EXCEL SPREADSHEET: Please complete the attached Excel spreadsheet and attach to your response. Fill out only the columns with headings highlighted in yellow.

ORDERING PROCEDURE: Delivery Orders (DO) will be created in AdvantageME for all orders against Master Agreements (MA), unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5,000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5,000.00 will workflow to the Division of Purchases’ Buyers for approval and encumbrance. The Division of Purchases will e-mail the .pdf order to the Vendor.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other contractor compensation will be allowed. The State of Maine reserves the right to cancel this contract if is unwilling to accept this condition.

DELIVERY: Contractor will be responsible for delivery of materials in first-class condition at the point of delivery, and in accordance to good commercial practice. All deliveries will be delivered to the stated destination in a timely manner.

INVOICES: Invoice must reference the Delivery Order number and Contract number. Failure to do so could cause lengthy delay of payment of invoices.

TAXES: The State is exempt from the payment of federal excise taxes and state sales taxes. Exemption certificates may be furnished upon request from the Division of Purchases.

REPORT OF PURCHASES: Contractor will be required to furnish the Director of Purchases with a detailed summary of total Purchases made under this contract. This summary may be requested annually or at any time during the contract period and will be required for any extension of the contract.

EXTENSION OF CONTRACT: The Director of Purchases may, with the consent of the contractor, extend the contract for one (1) additional one year period, providing pricing and the terms of the contract are in the best interest of the State.

CANCELLATION: The Director of the Division of Purchases reserves the right to cancel this contract upon a thirty (30) day written notice, or to cancel this contract immediately if the contractor fails to conform to the terms and conditions of this contract.

QUESTIONS & ANSWERS:

If you have a question regarding this RFQ, you must submit your questions thru the Question and Answer link on the Solicitation Details View page. Your answer will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted there. Questions and Answers obtained any other way will not be valid for this RFQ.

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000037190	98-05760-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WHPC-25 HPC, SIMPLATE UNIT DOSE 1.5	n/a	EA	\$113.80	7
VC1000037190	98-06160-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WV120-200 120ML VESSEL 200-PACK	n/a	EA	\$122.94	7
VC1000037190	98-08877-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WP200I-18 GAMMA IRAD COLILERT-18 200PA	n/a	EA	\$661.01	7
VC1000037190	98-09223-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WV150SBST-200, VESSELS W/SB AND ST, 200	n/a	EA	\$129.76	7
VC1000037190	98-09227-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQT2KC, PRE-DISP. QT 2000 COMPARATOR	n/a	EA	\$27.16	7
VC1000037190	98-09409-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WDPD10TD, TOTAL CI, 5 OR 10ML, 200 W/DISP	n/a	EA	\$35.73	7
VC1000037190	98-09411-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WDPD10TR-2 TOTAL CI, 5 OR 10ML, 2X200T	n/a	EA	\$42.43	7
VC1000037190	98-11682-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WP104 COLI P/A COMPARATOR	n/a	EA	\$14.22	7
VC1000037190	98-12972-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WP020I GAMMA IRRAD COLILERT 100ML 20PK	n/a	EA	\$137.33	7
VC1000037190	98-12973-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WP200I GAMMA IRRAD COLILERT 100ML 20PK	n/a	EA	\$611.89	7
VC1000037190	98-13174-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WCLS200I COLISURE 200T IRRADIATED	n/a	EA	\$661.01	7
VC1000037190	98-14269-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WV290SB-100, 290 ML VESSEL W/O NA, 100PK	n/a	EA	\$196.59	7
VC1000037190	98-18076-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WPSE020I GAMMA IR PSEUDALERT 100ML 20PK	n/a	EA	\$164.14	7
VC1000037190	98-18078-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WPSE200I GAMMA IR PSEUDALERT 100ML 20PK	n/a	EA	\$741.40	7
VC1000037190	98-20960-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WL161, 6 WATT UV TUBE 9	n/a	EA	\$38.80	7
VC1000037190	98-21374-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WENT020 ENTEROLERT 100ML 20-PACK	n/a	EA	\$164.14	7
VC1000037190	98-21375-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WENT200 ENTEROLERT 100ML 200-PACK	n/a	EA	\$733.58	7
VC1000037190	98-21675-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100PK	n/a	EA	\$130.90	7
VC1000037190	98-21904-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WAFDB ANTI-FOAM DROPPER BOTTLE	n/a	EA	\$20.70	7
VC1000037190	98-27163-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WP100I IRRADIATED COLILERT 100ML 100PK	n/a	EA	\$367.35	7
VC1000037190	98-27164-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WP100I-18IRRADIATEDCOLILERT-18 100PK	n/a	EA	\$412.02	7
VC1000037190	98-27709-00	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WCLS100IGAMMA IRAD COLISURE100ML100	n/a	EA	\$412.02	7
VC1000037190	98-29000-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQC-TCEC IDEXX-QC COLIFORM AND E. CC	n/a	EA	\$199.68	7
VC1000037190	98-29001-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQC-FC IDEXX-QC, FECAL COLIFORM	n/a	EA	\$146.36	7
VC1000037190	98-29002-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQC-ENT IDEXX-QC ENTEROCOCCI	n/a	EA	\$199.68	7
VC1000037190	98-29004-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQC-PSE IDEXX-QC PSEUDOMONAS	n/a	EA	\$199.68	7
VC1000037190	98-29006-01	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WQC-HPC IDEXX-QC_HPC/TVC	n/a	EA	\$63.86	7
VC1000037190	99-19156	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	ENTEROLERT/QTRAY2K COMBO 20PK	n/a	EA	\$193.17	7
VC1000037190	99-27054	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	PSEUDALERT 20 PACK COMBO PACK 2K	n/a	EA	\$193.17	7
VC1000037190	99-27058	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	COLILERT 100-PACK COMBO PACK 2K	n/a	EA	\$494.64	7
VC1000037190	99-27060	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	COLILERT-18 100-PACK COMBO PACK 2K	n/a	EA	\$539.31	7
VC1000037190	99-27062	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	COLISURE 100-PACK COMBO PACK 2K	n/a	EA	\$539.31	7
VC1000037190	99-27072	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	COLILERT 200-PACK COMBO PACK 2K	n/a	EA	\$865.35	7
VC1000037190	99-27074	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	COLILERT-18 200-PACK COMBO PACK 2K	n/a	EA	\$913.35	7
VC1000037190	99-27076	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	COLISURE 200-PACK COMBO PACK 2K	n/a	EA	\$913.35	7
VC1000037190	99-27078	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	ENTEROLERT 200-PACK COMBO PACK 2K	n/a	EA	\$987.04	7
VC1000037190	99-27080	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	PSEUDALERT 200-PACK COMBO PACK 2K	n/a	EA	\$987.04	7
VC1000037190	7326908630	IDEXX Distribution, Inc	IDEXX Distribution, Inc		88595	WVR20 VESSEL RACK SEALER PLUS, WQTS	n/a	EA	\$65.81	7



ISO 9001:2008 CERTIFIED

August 28, 2015

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the *sole supplier* of the following products to the Water Market:

Product	Sole Manufacturer	Sole Supplier in US Water Testing Market
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Colilert* Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc. because our shipping location moved from Westbrook, Maine to Memphis, Tennessee.

I hope this information is of assistance. If you have any questions, please call Bill Dungey at 1-800-321-0207 ext. 63370.

Sincerely,

William M. Dungey
Senior Environmental Account Manager

*Colilert, Colilert-18, Colisure, Enterolert, Quanti-Tray, SimPlate, IDEXX-QC and Filta-Max are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries.



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IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer	Yes	Yes
Quanti-Tray* Sealer Plus	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Colilert* Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes
Legiolert* reagent and trays	Yes	Yes

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STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

1. **DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

2. **WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly

authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any

such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion



FY QUOTE

Number / Date
20258887 / 08/03/2023

Ship to Address

DHHS AUGUSTA - HEALTH AND
ENVIRONMENTAL TESTING LAB
47 INDEPENDENCE DR
AUGUSTA ME 04333
UNITED STATES
UNITED STATES

Sold to Address

DHHS AUGUSTA - STATE STREET - HET
12 STATE HOUSE STATION
221 STATE STREET
AUGUSTA ME 04333
UNITED STATES
UNITED STATES

Bill-to Customer 16024

Net weight : 104.684

Pricing valid until 9/30/24

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity Backorder item	UnitPrice	Total Value
98-05760-01 3822190080/US	WHPC-25 HPC, SIMPLATE UNIT DOSE 1.5		1	113.80	113.80
98-06160-00 3926909910/CN	WV120-200 120ML VESSEL 200-PACK		1	122.94	122.94
98-08877-00 3822190080/US	WP200I-18 GAMMA IRAD COLILERT-18 200PACK		1	661.01	661.01
98-09223-00 3926909910/CN	WV150SBST-200, VESSELS W/SB AND ST, 200PK		1	129.76	129.76
98-09227-00 3822190080/US	WQT2KC, PRE-DISP.QT 2000 COMPARATOR		1	27.16	27.16
98-09409-01 3822190030/US	WDPD10TD, TOTAL CI, 5 OR 10ML, 200 W/DISPEN		1	35.73	35.73
98-09411-01 3822190030/US	WDPD10TR-2 TOTAL CI, 5 OR 10ML, 2X200T		1	42.43	42.43
98-11682-00 3822190080/US	WP104 COLI P/A COMPARATOR		1	14.22	14.22
98-12972-00 3822190080/US	WP020I GAMMA IRRAD COLILERT 100ML 20PK		1	137.33	137.33
98-12973-00 3822190080/US	WP200I GAMMA IRRAD COLILERT 100ML 200PK		1	611.89	611.89

All local taxes at customer charge



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<i>Material ID</i> <i>Commodity/COO</i>	<i>Description</i> <i>Batch</i>	<i>Exp.Date</i>	<i>Quantity</i> <i>Backorder item</i>	<i>UnitPrice</i>	<i>Total Value</i>
98-13174-00 3822190080/US	WCLS200I COLISURE 200T IRRADIATED		1	661.01	661.01
98-14269-00 3926909910/CN	WV290SB-100, 290 ML VESSEL W/O NA, 100PK		1	196.59	196.59
98-18076-00 3822190080/US	WPSE020I GAMMA IR PSEUDALERT 100ML 20PK		1	164.14	164.14
98-18078-00 3822190080/US	WPSE200I GAMMA IR PSEUDALERT 100ML 200PK		1	741.40	741.40
98-20960-01 8539490080/US	WL161, 6 WATT UV TUBE 9		1	38.80	38.80
98-21374-00 3822190080/US	WENT020 ENTEROLERT 100ML 20-PACK		1	164.14	164.14
98-21375-00 3822190080/US	WENT200 ENTEROLERT 100ML 200-PACK		1	733.58	733.58
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		1	130.90	130.90
98-21904-00 3402505100/US	WAFDB ANTI-FOAM DROPPER BOTTLE		1	20.70	20.70
98-27163-00 3822190080/US	WP100I IRRADIATED COLILERT 100ML 100PK		1	367.35	367.35
98-27164-00 3822190080/US	WP100I-18IRRADIATEDCOLILERT-18 100PK		1	412.02	412.02
98-27709-00 3822190080/US	WCLS100IGAMMA IRAD COLISURE100ML100 PACK		1	412.02	412.02
98-29000-01 3822190080/US	WQC-TCEC IDEXX-QC_COLIFORM AND E. COLI		1	199.68	199.68
98-29001-01 3822190080/US	WQC-FC IDEXX-QC_FECAL COLIFORM		1	146.36	146.36
98-29002-01 3822190080/US	WQC-ENT IDEXX-QC_ENTEROCOCCI		1	199.68	199.68
98-29004-01 3822190080/US	WQC-PSE IDEXX-QC_PSEUDOMONAS		1	199.68	199.68
98-29006-01 3822190080/US	WQC-HPC IDEXX-QC_HPC/TVC		1	63.86	63.86
99-19156 98-21374-00 3822190080/US	ENTEROLERT/QTRAY2K COMBO 20PK WENT020 ENTEROLERT 100ML 20-PACK		1 1	193.17	193.17
98-14854-00 3926909910/US	WQT2K-20 QUANTI-TRAY 2000 DISP. 20/BOX		1		
99-27054 98-18076-00 3822190080/US	PSEUDALERT 20 PACK COMBO PACK 2K WPSE020I GAMMA IR PSEUDALERT 100ML 20PK		1 1	193.17	193.17

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<i>Material ID</i>	<i>Description</i>	<i>Quantity</i>	<i>UnitPrice</i>	<i>Total Value</i>
<i>Commodity/COO</i>	<i>Batch</i>	<i>Exp.Date</i>	<i>Backorder item</i>	
98-14854-00	WQT2K-20 QUANTI-TRAY 2000 DISP. 20/BOX	1		
3926909910/US				
99-27058	COLILERT 100-PACK COMBO PACK 2K	1	494.64	494.64
98-27163-00	WP100I IRRADIATED COLILERT 100ML 100PK	1		
3822190080/US				
98-21675-00	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX	1		
3926909910/US				
99-27060	COLILERT-18 100-PACK COMBO PACK 2K	1	539.31	539.31
98-27164-00	WP100I-18IRRADIATEDCOLILERT-18 100PK	1		
3822190080/US				
98-21675-00	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX	1		
3926909910/US				
99-27062	COLISURE 100-PACK COMBO PACK 2K	1	539.31	539.31
98-27709-00	WCLS100IGAMMA IRAD COLISURE100ML100 PACK	1		
3822190080/US				
98-21675-00	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX	1		
3926909910/US				
99-27072	COLILERT 200-PACK COMBO PACK 2K	1	865.35	865.35
98-12973-00	WP200I GAMMA IRRAD COLILERT 100ML 200PK	1		
3822190080/US				
98-21675-00	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX	2		
3926909910/US				
99-27074	COLILERT-18 200-PACK COMBO PACK 2K	1	913.35	913.35
98-08877-00	WP200I-18 GAMMA IRAD COLILERT-18 200PACK	1		
3822190080/US				
98-21675-00	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX	2		
3926909910/US				
99-27076	COLISURE 200-PACK COMBO PACK 2K	1	913.35	913.35
98-13174-00	WCLS200I COLISURE 200T IRRADIATED	1		
3822190080/US				
98-21675-00	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX	2		
3926909910/US				
99-27078	ENTEROLERT 200-PACK COMBO PACK 2K	1	987.04	987.04
98-21375-00	WENT200 ENTEROLERT 100ML 200-PACK	1		
3822190080/US				
98-21675-00	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX	2		
3926909910/US				
99-27080	PSEUDALERT 200-PACK COMBO PACK 2K	1	987.04	987.04
98-18078-00	WPSE200I GAMMA IR PSEUDALERT 100ML 200PK	1		
3822190080/US				
98-21675-00	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX	2		
3926909910/US				

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<i>Material ID</i>	<i>Description</i>	<i>Quantity</i>	<i>UnitPrice</i>	<i>Total Value</i>
<i>Commodity/COO</i>	<i>Batch</i>	<i>Exp.Date</i>	<i>Backorder item</i>	
98-20745-00	WVR20 VESSEL RACK	1	65.81	65.81
7326908630/US				
98-0002570-00	SEALER PLUS, WQTSPLUS	1	4,650.00	4,650.00
8422309187/US				
Items Total				18,089.72
Total Amount			USD	18,089.72
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All local taxes at customer charge